

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

STUART I. TEICHER,  
  
Plaintiff,

06-CV-1821-BR  
  
OPINION AND ORDER

v.

REGENCE LIFE AND HEALTH  
INSURANCE COMPANY and THE  
SUSSMAN SHANK LLP LONG TERM  
DISABILITY PLAN,

Defendants.

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**Brown, Judge.**

This matter comes before the Court on Plaintiff's Partial Motion for Summary Judgment (#31) regarding the standard of review that applies to Plaintiff's claim for review of a denial of disability benefits as governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. §§ 1001, *et seq.*

The parties have stipulated to a *de novo* standard of review of the denial of disability benefits under ERISA. The Supreme Court has held a denial of benefits challenged pursuant to ERISA is reviewed under a *de novo* standard unless the plan unambiguously gives an administrator or fiduciary discretion to determine eligibility for benefits or to construe policy terms. *Firestone Tire and Rubber Co. v. Bruch*, 489 U.S. 101, 108-09 (1989). If the administrator is given such discretion in the plan, the standard of review for denial of benefits is more deferential and reversed only for abuse of discretion. *Id.*

ERISA allows a plan administrator to delegate fiduciary responsibilities such as the determination of eligibility only if

expressly provided for in the plan. 29 U.S.C. § 1105(c)(1).  
*See also Madden v. ITT Long Term Disability Plan for Salaried Employees*, 914 F.2d 1279, 1283-84 (9<sup>th</sup> Cir. 1990). During the time at issue here, Plaintiff was a member of the Sussman Shank LLP Long Term Disability Plan. The Plan granted Defendant Regence Health and Life Insurance Company the discretion, as the Plan administrator, to determine eligibility for benefits. The Plan, however, did not expressly grant such discretion to Regence's designated policy administrator, Disability Reinsurance Management Services, Inc. (Disability RMS). The Court, therefore, finds Disability RMS's denial of Plaintiff's claim for disability is reviewed under the *de novo* standard.

#### **CONCLUSION**

For these reasons, the Court agrees with the parties that the applicable standard in this matter is *de novo* and, therefore, Plaintiff's Partial Motion for Summary Judgment (#31) is **MOOT**.

IT IS SO ORDERED.

DATED this 10<sup>th</sup> day of October, 2007.

/s/ Anna J. Brown

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ANNA J. BROWN  
United States District Judge